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By: JED R. SCHLACTER (JRS-4874)

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

SHAOXING BON TEXTILES CO., LTD.,

Plaintiff,

Case No. 16-6805 (JSR)

-against-

**FIRST  
AMENDED COMPLAINT**

4-U PERFORMANCE GROUP LLC,  
HOWARD WEISS, SGM CORP., SGM  
LEASING, CORP., ABE MANELA, and  
FOR YOU APPAREL LLC,

Defendants.

The plaintiff, by its attorneys, Schlacter & Associates, as and for its First  
Amended Complaint against defendants, alleges as follows:

**JURISDICTION AND VENUE**

1. This action, as more fully stated below, is for breach of contract, account stated, quantum meruit, unjust enrichment, promissory estoppel, fraud, imposition of a constructive trust, fraudulent conveyance, and alter ego, successor and/or *de facto* merger liability.

2. This Court has jurisdiction of this action pursuant to 28 U.S.C. Sections 1332(a) and (c)(1), because it raises a controversy between the citizens of different states

and a citizen of a foreign state, and because the amount in controversy exceeds \$75,000.00 exclusive of interest and costs.

3. Venue is proper in this district under 28 U.S.C. Section 1391(b). Process properly issues from this Court pursuant to Rule 4 of the Federal Rules of Civil Procedure.

### **THE PARTIES**

4. The plaintiff, Shaoxing Bon Textiles Co., Ltd. (hereinafter referred to as "Plaintiff" or "Shaoxing"), is a foreign corporation, with its principal office at Bldg #C, Zhejiang Junchi Industrial Park, Shaoda Road, Shaoxing, Zhejiang, China. Plaintiff is in the business of selling textiles and finished garments to companies that either contract to manufacture the textiles into finished garments, or purchase the finished garments, and ultimately sell the finished garments to retail stores.

5. Upon information and belief, the defendant 4-U Performance Group LLC (hereinafter referred to as "4-U"), is a Delaware limited liability company, with its principal place of business at 306 West 38th Street, 6th floor, New York, NY 10018. Upon information and belief, 4-U is in the business of buying finished garments for sale to retail stores in New York City, New York State, and in the entire United States.

6. Upon information and belief, defendant Howard Weiss ("Weiss") is the sole owner of 4-U; resides at 43 Franklin Avenue, Livingston, NJ 07039; and does business from 306 West 38th Street, 6th floor, New York, NY 10018. Upon information

and belief, all of Weiss's actions referred to herein were taken from his office in New York City, and/or in China.

7. Upon information and belief, SGM Corp. ("SGM") is either a fictitious name or a Connecticut corporation, with its principal place of business at 306 West 38<sup>th</sup> Street, 6<sup>th</sup> floor, New York, NY 10018.

8. Upon information and belief, SGM Leasing, Corp. ("SGM Leasing") is a Connecticut corporation, with its principal place of business at 306 West 38<sup>th</sup> Street, 6<sup>th</sup> floor, New York, NY 10018.

9. Upon information and belief, Abe Manela ("Manela") is a resident of Connecticut at 180 Turn of River Road, #19C, Stamford, CT 06903. Upon information and belief, Manela is an owner of SGM Corp. and SGM Leasing, Corp. Upon further information and belief, all of Manela's actions referred to herein were taken from his office in New York City at 306 West 38<sup>th</sup> Street, 6<sup>th</sup> floor, New York, NY 10018. Upon further information and belief, defendant Weiss is also an owner of SGM Corp. and SGM Leasing, Corp.

10. Upon information and belief, For You Apparel LLC ("For You") is a Connecticut limited liability company, with its principal place of business at 306 West 38<sup>th</sup> Street, 6<sup>th</sup> floor, New York, NY 10018. Upon information and belief, Manela and Weiss are owners of For You Apparel LLC.

11. A substantial part of the events, or omissions of acts, giving rise to the claims herein occurred in this judicial district.

**FIRST CAUSE OF ACTION**  
**BREACH OF CONTRACT AGAINST 4-U PERFORMANCE GROUP LLC**

12. In and around the period of August 2015 into February 2016, at the specific instance and request of the defendants, 4-U, Weiss and Manela, the plaintiff caused to be specially manufactured to order, sold and delivered to defendants, various finished garments (hereinafter referred to as the "Merchandise"), at the agreed price and reasonable value of \$1,011,326.46. Payment for said Merchandise was due within 90 days of receipt of the goods by defendants.

13. Each separate order for the Merchandise was specially manufactured for defendant 4-U, and each order was delivered, invoiced to defendant 4-U, and accepted by defendants, without complaint or objection.

14. A detailed listing of the Merchandise purchased and received by defendants 4-U, Weiss and Manela is as follows (and copies of said invoices are annexed hereto as Exhibit A):

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Description</u>	<u>Invoice \$ Amount</u>
BT-4U-150814	Aug. 14, 2015	Ponte Pants	442,704.00
BT-4U-150921	Sept. 21, 2015	Tummy Pants	168,600.00
BT-4U-151010	Oct. 10, 2015	Tops, shorts, legging	140,244.00
BT-4U-151110	Nov. 10, 2015	Bra, top, hoodie, pant	191,294.40
BT-4U-150907	Sept. 7, 2015	Samples	200.00
BT-4U-SP-1	Oct. 10, 2015	Samples	1,731.00

BT-4U-SP-2	Oct. 10, 2015	Samples	297.60
BT-4U-SP-3	Oct. 10, 2015	Samples	3,178.60
BT-4U-SP-4	Oct. 10, 2015	Samples	2,165.20
BT-4U-SP-5	Oct. 10, 2015	Samples	1,574.70
BT-4U-SP-6	Oct. 10, 2015	Courier charge/Samples	3,329.62
BT-4U-SP-7	Oct. 14, 2015	Samples	2,064.22
BT-4U-SP-8	Oct. 20, 2015	Samples/Courier charge	3,225.05
BT-4U-SP-9	Nov. 5, 2015	Samples/Courier charge	2,459.15
BT-4U-SP-10	Nov. 12, 2015	Samples/Courier charge	4,025.92
BON 151220	Dec. 20, 2015	Capri, leggings	26,064.00
BON 151220	Dec. 20, 2015	Capri, leggings	8,622.00
BT-4U-SP-11	Jan. 14, 2016	Samples	1,276.80
BT-4U-SP-12	Jan. 14, 2016	Samples	660.00
BT-4U-SP-13	Jan. 14, 2016	Samples	1,183.00
BT-4U-SP-14	Jan. 28, 2016	Samples	906.40
BT-4U-SP-15	Feb. 1, 2016	Samples	1,180.80
BT-4U-SP-16	Feb. 3, 2016	Samples	<u>4,340.00</u>

**TOTAL:** **\$ 1,011,326.46**

15. Defendants failed and refused to pay for the Merchandise, which was shipped, received, invoiced and accepted by defendants 4-U, Weiss and Manela, except

for the sum of \$73,000.00, thereby leaving a balance due of \$ 938,326.46, which remains due and owing.

16. The defendants 4-U, Weiss and Manela received and accepted the Merchandise covered by the above invoices.

17. At no time did said defendants make any timely objection to, or complaint about, the Merchandise covered by the above invoices.

18. The plaintiff has demanded full payment for the Merchandise so delivered and accepted by said defendants, but, except for the payment of \$73,000.00, the defendants have failed and refused to pay the balance due for said goods, in the total amount of \$938,326.46.

19. As a result of the defendants' refusal to pay to the plaintiff the outstanding balance due and owing of \$938,326.46, the defendant 4-U has breached its agreements with plaintiff.

20. As a consequence thereof, the plaintiff has been damaged in the minimum sum of \$938,326.46.

**SECOND CAUSE OF ACTION**  
**ACCOUNT STATED AGAINST 4-U PERFORMANCE GROUP LLC**

21. The plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 20 above as if fully repeated herein.

22. In and around the period of August 2015 through February 2016, the plaintiff delivered to the defendant 4-U, invoices totaling \$1,011,326.46 for goods sold and delivered.

23. The invoices were received and retained by defendants without objection.

24. As a consequence thereof, an account was stated between the plaintiff and defendant 4-U in the sum of \$1,011,326.46, of which only \$73,000.00 has been paid, although the entire sum has been duly demanded; thereby leaving the amount outstanding of \$938,326.46.

25. As a consequence thereof, the sum of \$938,326.46 is due and owing on the account, and plaintiff has sustained minimum damages in the sum of \$938,326.46.

**THIRD CAUSE OF ACTION**  
**QUANTUM MERUIT AGAINST 4-U PERFORMANCE GROUP LLC**

26. The plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 25 above as if fully repeated herein.

27. Plaintiff supplied the defendant 4-U with the Merchandise in the reasonable value of \$1,011,326.46, and after credit of \$73,000.00 paid by defendant, the sum of \$938,326.46 remains unpaid.

28. Defendant 4-U accepted the Merchandise.

29. The defendant 4-U has failed and refused to pay for the reasonable value of the Merchandise, totaling \$938,326.46 after giving credit for payment of \$73,000.00, although said sum has been duly demanded.

30. As a consequence of the above, the plaintiff has sustained damages in the minimum sum of \$938,326.46.

**FOURTH CAUSE OF ACTION**  
**UNJUST ENRICHMENT AGAINST 4-U PERFORMANCE GROUP LLC**

31. The plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 30 above as if fully repeated herein.

32. By virtue of its receipt, acceptance and/or use of the Merchandise, the defendant 4-U has been unjustly enriched, in that it has received the benefits of plaintiff's work and services, and yet defendant is not compensating the plaintiff for such benefits received.

33. As a consequence of defendant's unjust enrichment, the plaintiff has sustained and seeks damages in a sum to be determined at trial, but believed to be in the minimum sum of \$938,326.46.

**FIFTH CAUSE OF ACTION**  
**PROMISSORY ESTOPPEL AGAINST 4-U PERFORMANCE GROUP LLC**

34. The plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 33 above as if fully repeated herein.



35. Defendant made a clear and unambiguous promise to pay Plaintiff for the Merchandise produced and delivered to defendant, totaling the sum of \$1,011,326.46.

36. Plaintiff reasonably relied on defendant's promise in having the Merchandise specially manufactured for defendant and shipped to defendant.

37. Defendant received and accepted the Merchandise totaling \$1,011,326.46.

38. Defendant, however, only paid to plaintiff the sum of \$73,000.00, and failed and has refused to pay Plaintiff the balance due of \$938,326.46.

39. Plaintiff has therefore been injured as a result of its reliance upon defendant's promise in the amount of \$938,326.46.

40. As a consequence thereof, plaintiff has been damaged in the minimum sum of \$938,326.46.

**SIXTH CAUSE OF ACTION**  
**FRAUD AGAINST 4-U PERFORMANCE GROUP LLC and HOWARD WEISS**

41. The plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 40 above as if fully repeated herein.

42. In and around Spring 2015, plaintiff's principal, William Tang ("Tang"), met with defendant's principal, Howard Weiss.

43. Weiss was looking for a new firm to hire for the production of garments.

44. During meetings that occurred in Shanghai, China on April 15, 2015, Weiss represented to Tang that Weiss's firm, the defendant 4-U, did major business with

the retailer known as T.J. Maxx, and that the bulk of the merchandise that 4-U sought to have manufactured, was to be manufactured for sale to T.J. Maxx.

45. T.J. Maxx is a major retailer, that apparently does hundreds of millions, if not billions of dollars in sales per year, and whose credit is, upon information and belief, impeccable.

46. In addition, during the meeting of April 15, 2015, Weiss discussed with Tang credit terms sought by Weiss for 4-U, and Weiss also represented to Tang at that time and in follow-up communications to Tang, that Weiss and his firm had sales projected at over \$16 million during the course of the coming year, and that the defendant 4-U would make profits from the Merchandise being purchased from plaintiff, and would have the available monies to fully and timely pay plaintiff for said Merchandise. Weiss also advised Tang that Weiss would have a tri-partite agreement entered into with 4-U's Factor, Rosenthal & Rosenthal, Inc., in which the Factor would agree to guarantee the payments owed to plaintiff.

47. The representations by Weiss as to the business that it had for the coming year; as to the financial ability of the defendant 4-U; and as to defendants' intention to enter into a tri-partite agreement with the Factor, were false when made by Weiss; Weiss knew said representations were false when he made them; and Weiss made said representations for the sole purpose of inducing plaintiff to produce and ship the Merchandise for and to defendant.

48. If Tang knew that Weiss and 4-U did not have orders for the Merchandise from T.J. Maxx, and/or that Weiss would not have a tri-partite agreement entered into

with defendant's Factor, Tang and the plaintiff would not have agreed to produce the Merchandise for defendants.

49. Plaintiff relied on, and believed, the representations of Weiss.

50. Plaintiff would not have produced and shipped the Merchandise to defendant if not for the representations of Weiss.

51. In reliance on said representations of Weiss, plaintiff produced and shipped the Merchandise to defendant, at great cost to plaintiff.

52. As a consequence of plaintiff's reliance upon the false representations of Weiss, plaintiff has sustained damages in a sum to be determined at trial, but believed to be at least \$938,326.46.

**SEVENTH CAUSE OF ACTION**  
**CONSTRUCTIVE TRUST**

53. The plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 52 above as if fully repeated herein.

54. Upon information and belief, based on statements made by defendant Howard Weiss and Abe Manela, the defendants are still in possession of all or part of the Merchandise at issue in this matter.

55. Upon information and belief, based upon statements by Weiss and Manela, the defendants are attempting to sell the Merchandise, but have threatened to sell

the Merchandise at extremely low prices in the event the plaintiff pushes the defendants for payment for the Merchandise.

56. In fact, the President of the plaintiff has recently been in New York, and met with Howard Weiss and Abe Manela. They have repeatedly stated that they have been trying to sell the Merchandise, but have been unsuccessful. They have claimed that they still have most of the Merchandise in a warehouse in California. And they have said that they have no money; that they only did approximately \$400,000 in sales during the last year; and that they are unable to pay plaintiff the monies owed. They also threatened to sell off the Merchandise for a minimal amount of money if plaintiff continued to press for payment of the monies due to plaintiff.

57. Plaintiff has been trying to collect the monies due to plaintiff for a long period of time. For example, in emails from February 2016, plaintiff's President asked Howard Weiss:

"Hi Howie,

If then, I'd like to know when you can sell all the goods and get my money back? How long time should I wait more? I must have an answer back to my bank and my people. . . ."

And Mr. Weiss replied:

"I'm going to try and move all the goods in next sixty days and start the company over. I hope my plan works not easy but I'm doing all I can I promise I trying all day and night to resolve Abe created a mess for both of us we will get there. Howie"

58. In March and April 2016, plaintiff's President again emailed to defendant Weiss about getting money, writing:

"Howie,

I can not understand why Abe couldn't give me a date he can get money from buyer for sold short or he already got money but wont tell me the truth. Same thing as last shipment of TJ Maxx EU. Why he did not want cfm money already in your account. You guys just ask me to ship goods but my one million goods sitting your warehouse for 8 month already and Abe couldn't be sold any of these to TJ Maxx, it's gonna make me dying and driving me crazy. Even such small thing I asked 10 times still no exact answer. I need my money back, is it anything wrong? Pls be honest to me. Thank you!

William"

And Mr. Weiss replied: "I will get you these funds soon he can't wire money I will get done in a few day when I no what day I will be back in USA."

59. And on June 14, 2016 plaintiff's President sent another email to Mr.

Weiss:

"Hi Abe/Howie,

I am seriously sending this email to you and pls reply me by return without fail.

We, my wife and me met Howie today in Shanghai. We strongly and seriously to ask Howie when you guys can send us our payment of Pante balance Usd 392,704.00 plus tummy usd 168,600.00 plus nylon/sp program usd 331,538.40 plus the balance of we shipped goods to TJX Eu which is Usd 11686.00 and other samples usd 33,798.06 total amount you mut pay is Usd 938,326.46 (pls see attached account receivable sheet). . . . pls let us know when you can wire above pending payments to us."

And Mr. Weiss replied to Abe, with a copy to plaintiff's President:

"Hello Abe,

As you can see met with Kelly and William today, there are no more words to express to them how it can take this long to sell the goods, so pls write to him or call him and tell him your plan, I'm out of words to

express to them any longer, this is one more relationship that has been destroyed to your lack of sales, I'm at a loss of words, so you send him your real plan to move goods, before he takes action to settle this issue.

Regards.

Howard Weiss"

60. And on August 5, 2016, Mr. Weiss emailed the plaintiff's President as follows:

"Hello William,

If you choose to call me, I have someone making an offer to buy some goods, if you want to come meet me Monday to discuss pls advise I will be in office Monday, it's a low price but I think we should except, so I can get you something to help if you choose.

Regards,

Howard Weiss"

61. As detailed in this Amended Complaint, the plaintiff agreed to have the Merchandise manufactured, and delivered the Merchandise to defendants, based on the agreement by defendants that the plaintiff would be promptly paid, and based upon the representations made by Weiss as detailed in the Sixth Cause of Action.

62. The plaintiff did in fact deliver the Merchandise to defendants based upon the promises and representations made by defendants.

63. Upon information and belief, the defendants intend to sell the Merchandise and retain the proceeds, without remitting to plaintiff the monies that are

owed to plaintiff, thereby improperly and unjustly enriching the defendants at the plaintiff's expense.

64. In fact, plaintiff has learned on September 8, 2016 that defendants did in fact sell part of the Merchandise to a firm called One Step Up Apparel Group LLC.

65. The aforesaid sale was for \$280,260.00, with an invoice dated August 5, 2016. However, the invoice was not from 4-U, but from a firm called SGM Corp., which is now a defendant in this Amended Complaint. Said invoice is annexed hereto as Exhibit B.

66. The defendants therefore sought to hide this sale from the plaintiff, as well as from its Factor, Rosenthal & Rosenthal.

67. The plaintiff therefore seeks to have this Court impose a constructive trust upon any and all proceeds of the sales of the Merchandise, including the \$280,260.00 referred to above, on behalf of the plaintiff, and thereby set aside, hold, and ultimately turnover said proceeds to plaintiff.

**EIGHTH CAUSE OF ACTION AGAINST 4-U PERFORMANCE GROUP LLC,  
HOWARD WEISS, SGM CORP., SGM LEASING, CORP. and  
ABE MANELA: FRAUDULENT CONVEYANCE UNDER NY DEBTOR &  
CREDITOR LAW SECTION 273**

68. The plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 67 above as if fully repeated herein.

69. During the period of January 1, 2016 through August 31, 2016, the total sales made by 4-U were \$205,460.00.

70. During 2016, 4-U owed the plaintiff monies far in excess of 4-U's assets.

71. As of July 2016, if not sooner, 4-U was insolvent.

72. In and around July or early August 2016, 4-U, under the instructions and guidance of Weiss and Manela, transferred all or part of the Merchandise involved in this lawsuit to SGM and/or SGM Leasing, Corp. for no consideration.

73. On or about August 5, 2016 SGM and/or SGM Leasing sold part of the Merchandise to One Step Up Apparel Group, LLC ("One Step Up"), for the sum of \$280,260.00. A copy of the invoice number 11779 dated August 5, 2016 is annexed hereto as Exhibit B.

74. One Step Up wired the sum of \$280,260.00 to SGM and/or SGM Leasing, Corp., whereas the monies should have gone to 4-U.

75. By transferring the Merchandise to SGM and/or SGM Leasing, Corp. without fair consideration, 4-U was further rendered insolvent.

76. As a consequence of the foregoing, the defendants 4-U, Weiss, SGM, SGM Leasing and Manela violated the provision of NY Debtor & Creditor Law Section 273, and plaintiff has sustained damages in a sum to be determined at trial, but believed to be in the minimum sum of \$938,326.46.

77. Plaintiff also seeks an award of punitive damages against said defendants, jointly and severally, in a sum to be determined at trial, but sought to be \$2,000,000.00.



**NINTH CAUSE OF ACTION AGAINST 4-U PERFORMANCE GROUP LLC,  
HOWARD WEISS, SGM CORP., SGM LEASING, CORP. and  
ABE MANELA: FRAUDULENT CONVEYANCE UNDER NY DEBTOR &  
CREDITOR LAW SECTION 274**

78. The plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 77 above as if fully repeated herein.

79. The transfer of the Merchandise from 4-U to SGM and/or SGM Leasing, Corp. was made without fair consideration, resulting in 4-U having an unreasonably small capital, and thereby constituting a fraud as to the plaintiff.

80. As a consequence of the foregoing, the defendants 4-U, Weiss, SGM, SGM Leasing and Manela violated the provision of NY Debtor & Creditor Law Section 274, and plaintiff has sustained damages in a sum to be determined at trial, but believed to be in the minimum sum of \$938,326.46.

81. Plaintiff also seeks an award of punitive damages against said defendants, jointly and severally, in a sum to be determined at trial, but sought to be \$2,000,000.00.

**TENTH CAUSE OF ACTION AGAINST 4-U PERFORMANCE GROUP LLC,  
HOWARD WEISS, SGM CORP., SGM LEASING, CORP. and  
ABE MANELA: FRAUDULENT CONVEYANCE UNDER NY DEBTOR &  
CREDITOR LAW SECTION 276**

82. The plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 81 above as if fully repeated herein.

83. The transfer of the Merchandise from 4-U to SGM and/or SGM Leasing, Corp., and from SGM and/or SGM Leasing to One Step Up, was made with the actual

intent to hinder, delay and/or defraud the plaintiff creditor from being able to recover the monies due to it.

84. As a consequence of the foregoing, the defendants 4-U, Weiss, SGM, SGM Leasing and Manela violated the provision of NY Debtor & Creditor Law Section 276, and plaintiff has sustained damages in a sum to be determined at trial but believed to be in the minimum sum of \$938,326.46.

85. Plaintiff also seeks an award of punitive damages against said defendants, jointly and severally, in a sum to be determined at trial, but sought to be \$2,000,000.00.

**ELEVENTH CAUSE OF ACTION AGAINST 4-U PERFORMANCE GROUP  
LLC, HOWARD WEISS, SGM CORP., SGM LEASING, CORP. and  
ABE MANELA: FRAUDULENT CONVEYANCE UNDER NY DEBTOR &  
CREDITOR LAW SECTION 276-a**

86. The plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 85 above as if fully repeated herein.

87. The transfer of the Merchandise from 4-U to SGM and/or SGM Leasing, Corp., and from SGM and/or SGM Leasing to One Step Up, was made with the actual intent to hinder, delay and/or defraud the plaintiff creditor from being able to recover the monies due to it.

88. As a consequence of the foregoing, the defendants 4-U, Weiss, SGM, SGM Leasing and Manela are liable to plaintiff for its attorneys' fees in this matter in accordance with the provision of NY Debtor & Creditor Law Section 276-a.

**TWELFTH CAUSE OF ACTION AGAINST 4-U PERFORMANCE GROUP LLC,  
HOWARD WEISS, SGM CORP., SGM LEASING, CORP. and  
ABE MANELA: FRAUDULENT CONVEYANCE UNDER NY DEBTOR &  
CREDITOR LAW SECTION 278**

89. The plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 88 above as if fully repeated herein.

90. Since the plaintiff's claims against the defendants 4-U and Weiss have matured, the plaintiff is entitled to have the conveyance from 4-U to SGM and/or SGM Leasing, Corp. set aside and/or annulled, and plaintiff may attach or levy execution upon the Merchandise so conveyed, and/or the proceeds received by SGM and/or SGM Leasing from its sale to One Step Up, in accordance with NY Debtor & Creditor Law section 278, which the plaintiff hereby seeks to do.

**THIRTEENTH CAUSE OF ACTION AGAINST 4-U PERFORMANCE GROUP  
LLC, HOWARD WEISS, SGM CORP., SGM LEASING, CORP., ABE MANELA  
and FOR YOU APPAREL LLC: ALTER-EGO, SUCCESSOR, *DE FACTO*  
MERGER and/or PIERCING THE CORPORATE VEIL**

91. The plaintiff repeats and realleges each and every allegation set forth in paragraphs 1 through 90 above as if fully repeated herein.

92. Upon information and belief, all of the named defendants herein share and occupy the same premises at 306 West 38<sup>th</sup> Street, 6<sup>th</sup> floor, New York, NY 10018.

93. Upon information and belief, all of the corporate and limited liability company defendants herein are owned and/or controlled by Weiss and Manela.

94. Upon information and belief, all of the corporate and limited liability company defendants share common employees; telephones, fax machines; telephone numbers; fax numbers and computers.

95. Upon information and belief, through the direction and control of Weiss and Manela, all of the corporate and limited liability company defendants herein intermingle their assets and liabilities, and treat each such defendant as one and the same.

96. Defendants SGM and/or SGM Leasing have obtained assets of 4-U, including the Merchandise at issue herein and the proceeds of the sales of the Merchandise, without fair consideration, and for the purpose of divesting 4-U of all of its assets; to thereby cause 4-U to escape its obligations to its creditors; and thereby defrauding 4-U's creditors, including plaintiff, and intending to preclude and prevent plaintiff from collecting the monies and property to which it is entitled.

97. Additionally, there is a continuity of ownership between the corporate and limited liability company defendants herein, and a continuity of management, personnel, physical location and general business operations between and among them.

98. As a consequence of the above, the defendants herein are alter-egos, and/or successors of 4-U, and/or a *de facto* merger has occurred between and among them.

99. The owners of the corporate and limited liability company defendants, Weiss and Manela, have exercised complete domination and control over said companies, and such domination and control has been used to commit the fraud and injury to plaintiff asserted in this Amended Complaint - to wit, fraudulently transferring assets with the intent to defraud the plaintiff.

100. In addition, Weiss and Manila have disregarded corporate formalities; all or some of the defendant entities have inadequate capitalizations and/or have been rendered insolvent by the actions of Weiss and Manela; Weiss and Manela have caused funds to be intermingled; and the defendants have an overlap in ownership, directors, officers and personnel.

101. As a consequence of the above, Weiss and Manela have abused the privilege of doing business in the corporate form, such that a court in equity must intervene.

102. As a further consequence thereof, all of the defendants are jointly and severally liable to plaintiff for all claims, losses and damages it has sustained by virtue of the wrongful actions asserted herein.

103. As a further consequence thereof, all of the defendants are liable to plaintiff in a sum to be determined at trial, but believed to be in the minimum sum of \$938,326.46.

104. Plaintiff also seeks an award of punitive damages against said defendants, jointly and severally, in a sum to be determined at trial, but sought to be \$2,000,000.00.

**WHEREFORE**, plaintiff respectfully demands judgment against the defendants, jointly and severally, as follows:

- a. On the first cause of action, a sum to be determined at trial, but believed to be in the minimum sum of \$938,326.46;
- b. On the second cause of action, a sum to be determined at trial, but believed to be in the minimum sum of \$938,326.46;

- c. On the third cause of action, a sum to be determined at trial, but believed to be in the minimum sum of \$938,326.46;
- d. On the fourth cause of action, a sum to be determined at trial, but believed to be in the minimum sum of \$938,326.46;
- e. On the fifth cause of action, a sum to be determined at trial, but believed to be in the minimum sum of \$938,326.46;
- f. On the sixth cause of action, a sum to be determined at trial but believed to be in the minimum sum of \$938,326.46;
- g. On the seventh cause of action, imposing a constructive trust upon all proceeds received by defendants from the sale of the Merchandise at issue;
- h. On the eighth cause of action, a sum to be determined at trial but believed to be in the minimum sum of \$938,326.46, plus punitive damages of at least \$2,000,000.00;
- i. On the ninth cause of action, a sum to be determined at trial but believed to be in the minimum sum of \$938,326.46, plus punitive damages of at least \$2,000,000.00;
- j. On the tenth cause of action, a sum to be determined at trial but believed to be in the minimum sum of \$938,326.46, plus punitive damages of at least \$2,000,000.00;
- k. On the eleventh cause of action, attorneys' fees incurred by plaintiff;
- l. On the twelfth cause of action, the setting aside of the transfer at issue, and levy upon the Merchandise and/or the proceeds of the sale or sales of the Merchandise;

- m. On the thirteenth cause of action, a sum to be determined at trial but believed to be in the minimum sum of \$938,326.46, plus punitive damages of at least \$2,000,000.00;
- n. Plus interest, costs, disbursements and attorneys' fees, and such other and further relief as this Court deems just and proper.

**SCHLACTER & ASSOCIATES**  
Attorneys for Plaintiff

By 

JED R. SCHLACTER

450 Seventh Avenue, Suite 1308  
New York, NY 10123  
212 695-2000

Dated: New York, New York  
September 9, 2016

TO: Cullen & Dykman LLP  
Attorneys for 4-U Performance Group LLC  
and Howard Weiss  
100 Quentin Roosevelt Blvd.  
Garden City, NY 11530  
516 357-3895

SGM Corp.  
SGM Leasing, Corp.  
Abe Manela  
For You Apparel LLC  
306 West 38th Street - 6th floor  
New York, NY 10018





# SHAOXING BON TEXTILES CO., LTD.

Add: Bldg#C, Zhejiang Junchi Industrial Park, Shaoda Road, Shaoxing, Zhejiang, China.

Tel: 0086-575-8460 6060 Fax: 0086-575-8460 5567

E-mail: williamtang@bon-tex.net

TO: M/S

4-U PERFORMANCE GROUP LLC.

306 WEST 38<sup>TH</sup> STREET 6 FLOOR,

NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT-4U-150814

P/O NO:

DATE: AUG. 14, 2015

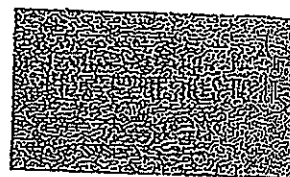
Payment: TT OA 90 DAYS

Destination: LA

STYLE NO.	DESCRIPTION	UNIT PRICE	QTY (PCS)	AMOUNT
58123	LONG BOAT CULPONTIE PANT 69%RAYON 26%NYLON 5%SPANDEX LABEL & HANG TAGS "4-U"	\$6.00	3480	US\$20880.00
58124	LONG TIGHT FIT PONTIE PANT 69%RAYON 26%NYLON 5%SPANDEX LABEL & HANG TAGS "4-U"	\$6.00	3720	US\$22320.00
58122	POCKET PONTIE PANT 69%RAYON 26%NYLON 5%SPANDEX LABEL & HANG TAGS "4-U"	\$6.10	3480	US\$21228.00
48221	POCKET PONTIE PANT 69%RAYON 26%NYLON 5%SPANDEX LABEL & HANG TAGS "OBJET D'ART"	\$6.10	11400	US\$69540.00
48222	LONG BOAT CULPONTIE PANT 69%RAYON 26%NYLON 5%SPANDEX LABEL & HANG TAGS "OBJET D'ART"	\$6.00	25656	US\$153936.00
48223	LONG TIGHT FIT PONTIE PANT 69%RAYON 26%NYLON 5%SPANDEX LABEL & HANG TAGS "OBJET D'ART"	\$6.00	25800	US\$154800.00
	<b>TOTAL:</b>		73536	US\$442704.00

SAY U.S. DOLLAR: FOUR HUNDRED FORTY TWO THOUSANDS SEVEN  
HUNDRED AND FOUR ONLY.

Seller Signature: \_\_\_\_\_



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306 WEST 38<sup>TH</sup> STREET 6 FLOOR,

NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT4U-150921

P/O NO: 10014

DATE: SEP 21, 2015

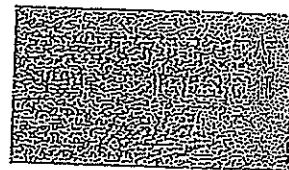
Payment: OA 60 DAYS

Destination: LOS ANGELES

STYLE NO.	DESCRIPTION	UNIT PRICE (LDP/PC)	QTY (PCS)	AMOUNT
5252	LONG PANT 88% COTTON 12% SPANDEX LABEL & HANG TAGS "OBJET D'ART"	\$6.25	26976	US\$168,600.00
	TOTAL:		26976	US\$168,600.00

SAY U.S DOLLAR: ONE HUNDRED SIXTY EIGHT THOUSANDS SIX HUNDRED ONLY.

Seller Signature: \_\_\_\_\_



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TO: M/S

4-U PERFORMANCE GROUP LLC.

306 WEST 38<sup>TH</sup> STREET 6 FLOOR,

NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT-4U-151010

P/O NO:

DATE: OCT 10, 2015

Payment: OA 60 DAYS

Destination: LOS ANGELES

STYLE NO.	DESCRIPTION	UNIT PRICE (LDP/PC)	QTY (PCS)	AMOUNT
63034	3/4" SLEEVE BASEBALL SOLID TOP 88%NYLON12%SPANDEX LABEL &HANG TAGS "4-U PERFORMANCE"	\$7.7	2400	US\$ 18480.00
62032	COMPRESSION TANK TOP WITH FORWARD BACK PANEL 88%NYLON12%SPANDEX LABEL &HANG TAGS "4-U PERFORMANCE"	\$5.75	2400	US\$13800.00
49114	BLOCKED TANK WITH SKINNY STRAPS 88%NYLON12%SPANDEX LABEL &HANG TAGS "4-U PERFORMANCE"	\$9	3120	US\$28080.00
66031	SHORT WITH SIDE PANELS 3" INSEAM 88%NYLON12%SPANDEX LABEL &HANG TAGS "4-U PERFORMANCE"	\$5.4	2640	US\$14256.00
45107	BAR TOP WITH FT SHIRTING & OPEN BACK 88%NYLON12%SPANDEX LABEL &HANG TAGS "4-U PERFORMANCE"	\$6.6	960	US\$6336.00
627061	ALL OVER PRINTED LEGGING 88%NYLON12%SPANDEX LABEL &HANG TAGS "4-U PERFORMANCE"	\$9.15	6480	US\$59292.00
	<b>TOTAL:</b>		18000	US\$140244.00

SAY U.S DOLLAR: ONE HUNDRED FORTY THOUSANDS AND TWO HUNDRED FORTY FOUR ONLY.

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TO: M/S

4-U PERFORMANCE GROUP LLC

306 WEST 38<sup>TH</sup> STREET 6 FLOOR,

NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT-4U-151110

P/O NO:

DATE: NOV. 10, 2015

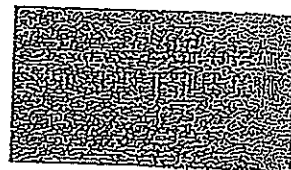
Payment: OA 60 DAYS

Destination: LOS ANGELES

STYLE NO.	DESCRIPTION	UNIT PRICE (LDP/PC)	QTY (PCS)	AMOUNT
61032	RACERBACK BRA W/BINDING 88% NYLON 12% SPANDEX LABEL & HANG TAGS "4-U PERFORMANCE"	\$6.40	2640	US\$ 16896.00
63033	LONG SLEEVE 1/2 ZIP SOLID TOP W/BK SEAM DETAIL AND PKT 88% NYLON 12% SPANDEX LABEL & HANG TAGS "4-U PERFORMANCE"	\$10.50	2916	US\$ 30618.00
65031	LONG SLEEVE ZIP FRONT HOODIE 88% NYLON 12% SPANDEX LABEL & HANG TAGS "4-U PERFORMANCE"	\$12.90	4032	US\$ 52012.80
58031	LONG TIGHT FIT PANT W/CURVED SEAM DETAIL 88% NYLON 12% SPANDEX LABEL & HANG TAGS "4-U PERFORMANCE"	\$8.70	10548	US\$ 91767.60
	TOTAL:		20136	US\$ 191294.40

SAY U.S DOLLAR: ONE HUNDRED NINETY ONE THOUSANDS AND TWO  
HUNDRED NINETY FOUR AND FOUR CENTS ONLY.

Seller Signature: \_\_\_\_\_



# 绍兴帛恩纺织品有限公司

## SHAOXING BON TEXTILES CO.,LTD.

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TO: M/S

4-U

306 West 38th Street Suite

603, New York, NY 10018

Tel: 212-5646060

### 商业发票

### COMMERCIAL INVOICE

INVOICE NO.: BT-4U-150907

P/O NO.:

DATE: SEP 07, 2015

装运期限

Shipment: SEP07, 2015

付款方式

Payment: BY T/T

目的地

Destination: NY

单价及价格条款

Unit Price & Terms:

货号及货名 Descriptions	颜色 及 数量 Color & Quantity	总 值 Amount
	EXPRESS CHARGE	\$200.00
	TRACKING NO: NONSTOP#5335978	
	TOTAL:	USD200.00

Seller Signature: \_\_\_\_\_

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TO: M/S

4-U PERFORMANCE GROUP LLC.

306 WEST 38<sup>TH</sup> STREET 6 FLOOR,

NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT-4U-SP-I

P/O NO:

DATE: OCT, 10, 2015

Payment: by T/T 30 days after sending

NSE#: 5335979

Destination: New York

SENDING DATE: SEP, 15, 2015

TOTAL WEIGHT: 52.2 KG

STYLE NO.	DESCRIPTION	UNIT PRICE	QTY (PCS)	AMOUNT
54181	DOWN VEST WITH 100% FEATHER FILLING	\$12.00	14	\$168.00
54183	DOWN VEST WITH 100% FEATHER FILLING	\$12.00	21	\$252.00
49114	NYLON/SP BLOCKED TANK WITH SKINNY STRAPS	\$9.00	16	\$144.00
627061	NYLON/SP PRINT LEGGING	\$9.15	16	\$146.40
63034	NYLON/SP 3/4" SLEEVE BASEBALL SOLID TOP	\$7.70	28	\$215.60
61032	NYLON/SP RACEBACK BRA	\$6.40	28	\$179.20
62032	NYLON/SP COMPRESSION TANK TOP WITH FORWARD BACK PANEL	\$5.75	28	\$161.00
58031	NYLON/SP LONG TIGHT FIT PANT	\$8.70	28	\$243.60
67031	NYLON/SP CAPRI TIGHT FIT PANT	\$7.90	28	\$221.20
	TOTAL:		177	\$1731.00

SAY U.S DOLLAR: ONE THOUSAND SEVEN HUNDRED THIRTY-ONE ONLY.

Seller Signature:



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E-mail: williamfang@bon-tex.net

TO: M/S

4-U PERFORMANCE GROUP LLC.

306 WEST 38<sup>TH</sup> STREET 6 FLOOR,

NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT-4U-SP-2

P/O NO:

DATE: OCT. 10, 2015

Payment: by T/T 30 days after sending

NSE#: 5335980

Destination: New York

SENDING DATE: SEP. 17, 2015

TOTAL WEIGHT: 7.5KG

STYLE NO.	DESCRIPTION	UNIT PRICE	QTY (PCS)	AMOUNT
67057	NYLON/SP SNAKE PRINT CAPRI	\$9.15	16	\$146.40
66031	NYLON/SP SHORT WITH SIDE PANEL 3" INSEAM	\$5.40	28	\$151.20
	TOTAL:		44	\$297.60

SAY U.S. DOLLAR: TWO HUNDRED NINETY-SEVEN DOLLARS SIXTYCENTS ONLY.

Seller Signature:



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TO: M/S

4-U PERFORMANCE GROUP LLC.

306 WEST 38<sup>TH</sup> STREET 6 FLOOR,

NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT-4U-SP-3

P/O NO:

DATE: OCT, 10, 2015

Payment: by T/T 30 days after sending

NSI#: 5335982

Destination: New York

SENDING DATE: SEP, 30, 2015

TOTAL WEIGHT: 65.2 KG

STYLE NO.	DESCRIPTION	UNIT PRICE	QTY (PCS)	AMOUNT
#1	SINGLE JERSEY	\$5.70	32	\$182.40
#3	SINGLE JERSEY	\$5.30	32	\$169.60
53162	SINGLE JERSEY SLUB	\$7.50	32	\$240.00
W000T9	SINGLE JERSEY SLUB	\$6.70	30	\$201.00
56131	MODAL	\$13.20	20	\$264.00
68015	TENCEL	\$20.40	16	\$326.40
W3J595	TENCEL	\$14.50	32	\$464.00
W3J59-S	TECEL	\$14.20	32	\$454.40
53133-B	CVC FRENCH TERRY	\$12.00	10	\$120.00
58131	CVC FRENCH TERRY	\$12.00	9	\$108.00
RSA0365	CVC FRENCH TERRY	\$9.10	10	\$91.00
53131	CVC FRENCH TERRY	\$9.10	10	\$91.00
45107	NYLON/SP BLOCKED BAR TOP	\$6.60	16	\$105.60
65031	NYLON/SP LONG SLEEVE ZIP FRONT HOODIE	\$12.90	28	\$361.20
	TOTAL:		309	\$3178.00

SAY U.S DOLLAR: THREE THOUSAND ONE HUNDRED SEVENTYEIGHT DOLLARS SIXTY CENTS ONLY.

Seller Signature:





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E-mail: williamtang@bon-tex.net

TO: M/S

4-UPPERFORMANCE GROUP LLC.

306 WEST 38<sup>TH</sup> STREET 6 FLOOR,

NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT-4U-SP-4

P/O NO:

DATE: OCT, 10, 2015

Payment: by T/T 30 days after sending

NSE#: 5387224

Destination: New York

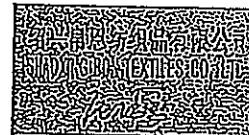
SENDING DATE: OCT, 08, 2015

TOTAL WEIGHT: 48.3 KG

STYLE NO.	DESCRIPTION	UNIT PRICE	QTY (PCS)	AMOUNT
68015	MODAL	\$20.00	20	\$400.00
#18	MODAL	\$21.20	20	\$424.00
#17	MODAL	\$19.10	20	\$382.00
62035	MODAL	\$11.70	20	\$234.00
#19	SINGLE JERSEY	\$7.00	32	\$224.00
63035	CATIONIC FABRIC 88%P 12%SP	\$7.00	40	\$280.00
56131	CVC FRENCH TERRY	\$9.20	11	\$101.20
#6 LONG SLEEVE JACKET	CVC FRENCH TERRY	\$12.00	10	\$120.00
	TOTAL:		173	2165.20

SAY U.S DOLLAR: TWO THOUSAND ONE HUNDRED SIXTY-FIVE DOLLARS  
TWENTY CENTS ONLY.

Seller Signature:



# SHAOXING BON TEXTILES CO., LTD.

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Tel: 0086-575-8460 6060 Fax: 0086-575-8460 5567

E-mail: williamtang@bon-tex.net

TO: M/S

4-U PERFORMANCE GROUP LLC.

306 WEST 38<sup>TH</sup> STREET 6 FLOOR,

NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT-4U-SP-5

P/O NO:

DATE: OCT. 10, 2015

Payment: by T/T 30 days after sending

NSE#: 5387219

Destination: New York

SENDING DATE: OCT. 09, 2015

TOTAL WEIGHT: 36.2 KG

STYLE NO.	DESCRIPTION	UNIT PRICE	QTY (PCS)	AMOUNT
#2	SINGLE JERSEY SLUB	\$10.80	32	\$345.60
62033	CATIONIC FABRIC 88%P 12%SP	\$6.40	39	\$249.60
62034	CATIONIC FABRIC 88%P 12%SP	\$6.00	40	\$240.00
63033	NYLON/SP LONG SLEEVE 1/2 ZIP SOLD TOP	\$10.50	27	\$283.50
683919	CHAMELEON	\$24.00	19	\$456.00
	TOTAL:		157	\$1574.70

SAY U.S DOLLAR: ONE THOUSAND FIVE HUNDRED SEVENTY-FOUR  
DOLLARS SEVENTY CENTS ONLY.

Seller Signature:



# SHAOXING BON TEXTILES CO., LTD.

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TO: M/S

4-U PERFORMANCE GROUP LLC.

306 WEST 38<sup>TH</sup> STREET 6 FLOOR,

NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT-4U-SP-6

P/O NO:

DATE: OCT. 12, 2015

Payment: by T/T 30 days after sending

Destination: New York

DESCRIPTION	COURIER NO. (NSE)	DATE	UNIT PRICE	QTY KG	AMOUNT
SALES SAMPLE COURIER CHARGE	5335979	SEP.15	\$15.90	52.20	\$829.98
SALES SAMPLE COURIER CHARGE	5335980	SEP.17	\$15.90	7.50	\$119.25
SALES SAMPLE COURIER CHARGE	5335982	SEP.30	\$15.90	65.2	\$1036.68
SALES SAMPLE COURIER CHARGE	5387224	OCT.08	\$15.90	48.31	\$768.13
SALES SAMPLE COURIER CHARGE	5387219	OCT.09	\$15.90	36.20	\$575.58
		TOTAL:		209.41	\$329.62

SAY U.S DOLLAR: THREE THOUSAND THREE HUNDRED TWENTY NINE DOLLARS SIXTY TWO CENTS.

Seller Signature:



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TO: M/S

4-U PERFORMANCE GROUP LLC.

306 WEST 38<sup>TH</sup> STREET 6 FLOOR,

NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT-4U-SP-7

P/O NO:

DATE: OCT, 14, 2015

Payment: by T/T 30 days after sending

NSE#: 5387220

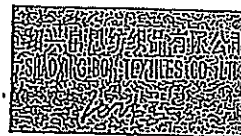
Destination: New York

SENDING DATE: OCT, 13, 2015

STYLE NO.	DESCRIPTION	UNIT PRICE	QTY (PCS)	AMOUNT
58121	RECYCLE POLY LONG PANT	\$12.60	20	\$252.00
56121	RECYCLE POLY SHORT	\$7.00	17	\$119.00
54122	RECYCLE POLY VEST	\$12.60	19	\$239.40
55122	RECYCLE POLY LONG SLEEVE JACKET	\$29.60	19	\$562.40
48102	RECYCLE POLY HOODIE	\$17.40	24	\$417.60
COURIER CHARGE(29.8KG)	NSE:5387220			\$473.82
	TOTAL:		99	\$2064.22

SAY U.S DOLLAR: TWO THOUSAND SIXTY FOUR DOLLARS TWENTY TWO CENTS ONLY.

Seller Signature:



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E-mail: williamtang@bon-tex.net

TO: M/S

4-U PERFORMANCE GROUP LLC.

306 WEST 38<sup>TH</sup> STREET 6 FLOOR;

NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT-4U-SP-3

P/O NO:

DATE: OCT, 20, 2015

Payment: by T/T 30 days after sending

NSE#: 5387221

Destination: New York

SENDING DATE: OCT, 18, 2015

STYLE NO.	DESCRIPTION	UNIT PRICE	QTY (PCS)	AMOUNT
84610	NYLON/SP TANK	\$7.00	48	\$336.00
84611	NYLON/SP TANK	\$10.00	48	\$480.00
646635	NYLON/SP TANK	\$12.00	47	\$564.00
67032	CATIONIC FABRIC CAPRI	\$7.20	29	\$208.80
68014	CATIONIC FABRIC PANT	\$7.60	31	\$235.60
44101	CATIONIC FABRIC SHORT	\$6.30	30	\$189.00
55111	100%NYLON NIKE COAT	\$26.00	20	\$520.00
COURIER CHARGE(43.5KG)	NSE:5387220			\$691.65
	TOTAL:		253	\$3225.05

SAY U.S DOLLAR: THREE THOUSAND TWO HUNDRED TWENTY FIVE  
DOLLARS FIVE CENTS

Seller Signature:



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TO: M/S

4-U PERFORMANCE GROUP LLC.

306 WEST 38<sup>TH</sup> STREET 6 FLOOR,

NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT-4U-SP-9

P/O NO:

DATE: NOV 5, 2015

Payment: by T/T 30 days after sending

NSE#: 5387223

Destination: New York

SENDING DATE: OCT 24, 2015

STYLE NO.	DESCRIPTION	UNIT PRICE	QTY (PCS)	AMOUNT
62036	Nylon/Spandex Tennis top	\$18.50	40	\$740.00
62037	Nylon/Spandex tank with snake trim	\$11.10	16	\$177.60
646632	Nylon vest	\$17.00	24	\$408.00
55185	NYLON JACKET	\$31.00	24	\$744.00
COURIER CHARGE(24.5KG)	NSE:5387223			\$389.55
	TOTAL:		104	\$2459.15

SAY U.S. DOLLAR: TWO THOUSAND FOUR HUNDRED FIFTY NINE DOLLARS  
FIFTEEN CENTS

Seller Signature:



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TO: M/S

4-U PERFORMANCE GROUP LLC.

306 WEST 38<sup>TH</sup> STREET 6 FLOOR,

NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT-4U-SP-10

P/O NO:

DATE: NOV, 12, 2015

Payment: by T/T 30 days after sending

NSE#: 5387222

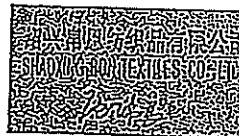
Destination: New York

SENDING DATE: NOV, 6, 2015

STYLE NO.	DESCRIPTION	UNIT PRICE	QTY (PCS)	AMOUNT
65022	NYLON/SP LONG SLEEVE JACKET LONG ZIPPER AT CF	\$24.00	47	\$1128.00
63030	NYLON/SP LONG SLEEVE JACKET HALF LONG ZIPPER AT CF	\$20.20	47	\$949.40
682877	NYLON/SP ZEBRA SPORT BRA	\$13.00	16	\$208.00
620274	NYLON/SP DOT PRINT SPORT BRA	\$13.00	15	\$195.00
688455	NYLON/SP TANK TOP	\$12.20	47	\$573.40
90610	RAYON LONG PANT	\$14.20	16	\$227.20
COURIER CHARGE(46.85KG)	NSE:5387222			\$744.92
	TOTAL:		188	\$4025.92

SAY U.S DOLLAR: FOUR THOUSAND AND TWENTY FIVE DOLLARS NINETY TWO CENTS.

Seller Signature:



# SHAOXING BON TEXTILES CO., LTD.

Add: Bldg#C, Zhejiang Junchi Industrial Park, Shaoda Road, Shaoxing, Zhejiang, China.

Tel: 0086-575-8460 6060 Fax: 0086-575-8460 5567

E-mail: williamtang@bon-tex.net

TO: M/S

SHIP TO: TTX UK

50 CLAENDON ROAD

WATFORD-HERTS, WD17 1TX, UNITED

KINGDOM ATTN: CHRIS WALLER

BILL TO: 4U PERFORMANCE GROUP LLC,

## COMMERCIAL INVOICE

INVOICE NO: BON151220

P/O NO: 50671413/50671412/

50673429/50671414

DATE: DEC. 20, 2015

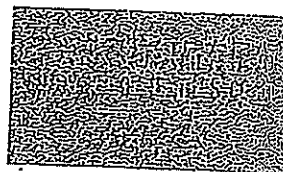
Payment: TT

Destination: SOUTHAMPTON, UK

STYLE NO.	DESCRIPTION	UNIT PRICE (LDP/PC)	QTY (PCS)	AMOUNT
67031	TIGHT FIT CAPRI 88%NYLON12%SPANDEX LABEL & HANG TAGS "4U PERFORMANCE"	\$6.90	1320	US\$9108.00
627061	PRINTED LEGGINGS 88%NYLON12%SPANDEX LABEL & HANG TAGS "4U PERFORMANCE"	\$8.10	1260	US\$10206.00
67057	PRINTED LEGGINGS 88%NYLON12%SPANDEX LABEL & HANG TAGS "4U PERFORMANCE"	\$7.50	900	US\$6750.00
	TOTAL:		3480	US\$26064.00

SAY U.S DOLLAR: TWENTY SIX THOUSAND AND SIXTY FOUR ONLY.

Seller Signature: \_\_\_\_\_





# SHAOXING BON TEXTILES CO., LTD.

Add: Bldg#C, Zhejiang Junchi Industrial Park, Shaoda Road, Shaoxing, Zhejiang, China.

Tel: 0086-575-8460 6060 Fax: 0086-575-8460 5567

E-mail: williamtang@bon-tex.net

TO: M/S

SHIP TO: TX UK

50 CLAENDON ROAD

WATFORD-HERTS, WD17 1TX, UNITED

KINGDOM ATTN: CHRIS WALLER

BILL TO: 4 U PERFORMANCE GROUP LLC

## COMMERCIAL INVOICE

INVOICE NO: BON151220

P/O NO: 55671409/55673430/

55671411/55671410

DATE: DEC. 20, 2015

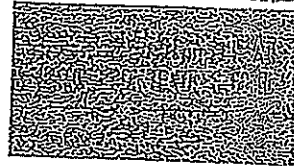
Payment: TT

Destination: ROTTERDAM, NL

STYLE NO.	DESCRIPTION	UNIT PRICE (LDP/PC)	QTY (PCS)	AMOUNT
67031	TIGHT FIT CAPRI 88%NYLON12%SPANDEX LABEL & HANG TAGS "4-U PERFORMANCE"	\$6.90	300	US\$2070.00
627061	PRINTED LEGGINGS 88%NYLON12%SPANDEX LABEL & HANG TAGS "4-U PERFORMANCE"	\$8.10	420	US\$3402.00
67057	PRINTED CAPRI 88%NYLON12%SPANDEX LABEL & HANG TAGS "4-U PERFORMANCE"	\$7.50	420	US\$3150.00
	TOTAL:		1140	US\$8622.00

SAY U.S DOLLAR: EIGHT THOUSAND SIX HUNDRED TWENTY TWO ONLY.

Seller Signature: \_\_\_\_\_



# SHAOXING BON TEXTILES CO., LTD.

Add: Bldg#C, Zhejiang Junchi Industrial Park, Shaoda Road, Shaoxing, Zhejiang, China.

Tel: 0086-575-8460 6060 Fax: 0086-575-8460 5567

E-mail: williamtang@bon-tex.net

TO: M/S

4-U PERFORMANCE GROUP LLC.

306 WEST 38<sup>TH</sup> STREET 6 FLOOR,

NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT-4U-SP-II

P/O NO:

DATE: JAN, 14, 2016

Payment: by T/T 30 days after sending

AAE#: 863 6885 132

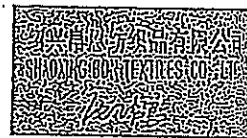
Destination: New York

SENDING DATE: JAN, 14, 2016

STYLE NO.	DESCRIPTION	UNIT PRICE	QTY (PCS)	AMOUNT
3011H	LONG SLEEVE SHIRT	\$17.60	16	\$281.60
4007H	LONG SLEEVE HOODIE	\$21.40	16	\$342.40
AA7039	NIKE LONG SLEEVE HOODIE	\$21.00	16	\$336.00
58131	PANT	\$19.80	16	\$316.80
	TOTAL:		64	\$1276.80

SAY U.S DOLLAR: ONE THOUSAND TWO HUNDRED SEVENTY SIX DOLLARS  
AND EIGHTY CENTS.

Seller Signature:



# SHAOXING BON TEXTILES CO., LTD.-

Add: Bldg#C, Zhejiang Junchi Industrial Park, Shaoda Road, Shaoxing, Zhejiang, China.

Tel: 0086-575-8460 6060 Fax: 0086-575-8460 5567

E-mail: williamtang@bon-tex.net

TO: M/S

4-U PERFORMANCE GROUP LLC.

306 WEST 38<sup>TH</sup> STREET 6 FLOOR,

NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT-4U-SP-12

P/O NO:

DATE: JAN, 14, 2016

Payment: by T/T 30 days after sending

AAE#: 863 6885 132

Destination: New York

SENDING DATE: JAN, 19, 2016

STYLE NO.	DESCRIPTION	UNIT PRICE	QTY (PCS)	AMOUNT
4009K	JACQUARD MILITARY JACKET	\$33.00	20	\$660.00
	TOTAL:		20	\$660.00

SAY U.S DOLLAR: SIX HUNDRED SIXTY DOLLARS.

Seller Signature:



# SHAOXING BON TEXTILES CO., LTD.

Add: Bldg#C, Zhejiang Junchi Industrial Park, Shaoda Road, Shaoxing, Zhejiang, China.

Tel: 0086-575-8460 6060 Fax: 0086-575-8460 5567

E-mail: williamtang@bon-tex.net

TO: M/S

4-U PERFORMANCE GROUP LLC.

306 WEST 38<sup>TH</sup> STREET 6 FLOOR,  
NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT-4U-SP-13

P/O NO:

DATE: JAN, 14, 2016

Payment: by T/T 30 days after sending

AAE#:

Destination: New York

SENDING DATE: JAN, 22, 2016

STYLE NO.	DESCRIPTION	UNIT PRICE	QTY (PCS)	AMOUNT
4008H	JACQUARD MILITARY JACKET	\$33.00	16	\$528.00
4010G-FABRIC 1	SHERPA FABRIC TOP	\$31.00	7	\$217.00
4010G-FABRIC 2	SHERPA FABRIC TOP	\$24.00	6	\$144.00
4005F	KNITTED BLOUSE	\$42.00	7	\$294.00
	TOTAL:		36	\$1183.00

SAY U.S DOLLAR: ONE THOUSAND ONE HUNDRED EIGHTY THREE DOLLARS

Seller Signature:



# SHAOXING BON TEXTILES CO., LTD.

Add: Bldg#C, Zhejiang Junchi Industrial Park, Shaoda Road, Shaoxing, Zhejiang, China.

Tel: 0086-575-8460 6060 Fax: 0086-575-8460 5567

E-mail: williamtang@bon-tex.net

TO: M/S

4-U PERFORMANCE GROUP LLC.

306 WEST 38<sup>TH</sup> STREET 6 FLOOR,

NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT-4U-SP-14

P/O NO:

DATE: JAN, 28, 2016

Payment: by T/T 30 days after sending

AAE#: 863 6885 143

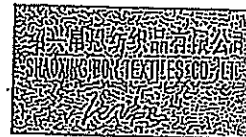
Destination: New York

SENDING DATE: JAN, 28, 2016

STYLE NO.	DESCRIPTION	UNIT PRICE	QTY (PCS)	AMOUNT
	NIKE DOWN VEST	\$27.00	12	\$324.00
	AS ORIGINAL 54181	\$22.00	4	\$88.00
4012H	LONG SLEEVE CARDIGAN	\$21.00	16	\$336.00
4006G		\$19.80	8	\$158.40
	TOTAL:		36	\$906.40

SAY U.S DOLLAR: NINE HUNDRED AND SIX DOLLARS AND FORTY CENTS.

Seller Signature:



# SHAOXING BON TEXTILES CO., LTD.

Add: Bldg#C, Zhejiang Junchi Industrial Park, Shaoda Road, Shaoxing, Zhejiang, China.

Tel: 0086-575-8460 6060 Fax: 0086-575-8460 5567

E-mail: williamtang@bon-tex.net

TO: M/S

4-U PERFORMANCE GROUP LLC.

306 WEST 38<sup>TH</sup> STREET 6 FLOOR,

NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT-4U-SP-15

P/O NO:

DATE: FEB, 01, 2016

Payment: by T/T 30 days after sending

AAE#: 863 6885 165

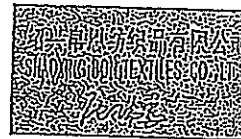
Destination: New York

SENDING DATE: FEB, 01, 2016

STYLE NO.	DESCRIPTION	UNIT PRICE	QTY (PCS)	AMOUNT
30151	NYLON SPANDEX TOP	\$20.40	12	\$244.80
53162	NYLON SPANDEX SHIRT	\$14.00	24	\$336.00
AA7039	NYLON/SP LONG SLEEVE HOODIE	\$25.00	24	\$600.00
	TOTAL:		60	\$1180.80

SAY U.S DOLLAR: ONE THOUSAND ONE HUNDRED EIGHTY DOLLARS AND EIGHTY CENTS.

Seller Signature:



# SHAOXING BON TEXTILES CO., LTD.

Add: Bldg#C, Zhejiang Junchi Industrial Park, Shaoda Road, Shaoxing, Zhejiang, China.

Tel: 0086-575-8460 6060 Fax: 0086-575-8460 5567

E-mail: williamfang@bon-tex.net

TO: M/S

4-U PERFORMANCE GROUP LLC.

306 WEST 38<sup>TH</sup> STREET 6 FLOOR,

NEW YORK, NY 10018

TEL: 212-5646060

## COMMERCIAL INVOICE

INVOICE NO: BT-4U-SP-16

P/O NO:

DATE: FEB, 03, 2016

Payment: by T/T 30 days after sending

AAE#: 863 6885 154

Destination: New York

SENDING DATE: FEB, 03, 2016

STYLE NO.	DESCRIPTION	UNIT PRICE	QTY (PCS)	AMOUNT
694926(3010A)	NYLON/SP VEST WITH MESH	\$13.00	24	\$312.00
4012M-JACKET	OVERCOAT	\$48.00	20	\$960.00
4012M-VEST	OVERCOAT	\$40.00	20	\$800.00
NIKE-716717	NYLON/SP SHIRT	\$24.80	16	\$396.80
NIKE-704005	NYLON/SP PANT	\$16.60	16	\$265.60
1007O-PANT	NYLON/SP PANT WITH NYLON SHORT	\$21.80	20	\$436.00
1007O-CAPRI	NYLON/SP CAPRI WITH NYLON SHORT	\$20.20	20	\$404.00
3014I	NYLON/SP SLING	\$15.00	12	\$180.00
620274-CONTRAST	NYLON/SP CONTRAST BRA	\$13.00	12	\$156.00
58031-CONTRAST	NYLON/SP CONTRAST PANT	\$18.00	12	\$216.00
3012I	NYLON/SP TOP	\$17.80	12	\$213.60
	TOTAL:		184	\$4340.00

SAY U.S DOLLAR: FOUR THOUSAND THREE HUNDRED FORTY DOLLARS

Seller Signature:







202-461-1266

SGM CORP.

180 TURN OF RIVER ROAD # 19C  
STAMFORD, CT 06903

Invoice

Date	Invoice #
8/5/2016	1179

Bill To
ONE STEP-UP 3412 BROADWAY 3RD FLOOR NEW YORK, NY 10013

Ship To
ONE STEP-UP

P.O. No.	Terms	Ship Date	Ship Via	FOB	Dpt
	Due on receipt	8/5/2016	PICK-UP	GA	
Item	Description	Qty	Price	Amount	
48221 A	BLACK S-POCKET 95 CTNS	4560	3.75	1700.00	
48221 B	CHARCOAL S-POCKET 25 CTNS	1200	3.75	450.00	
48221 C	NAVY S-POCKET 9 CTNS	132	3.75	162.00	
48221 D	KHAKI S-POCKET 2 CTNS	96	3.75	360.00	
48221 E	NATURAL S-POCKET 3 CTNS	144	3.75	540.00	
48221 F	PURPLE S-POCKET 6 CTNS	288	3.75	1080.00	
48222 A	BLACK BOOTCUT PONTI LEGGING 303 CTNS	14544	3.75	5440.00	
48222 B	CHARCOAL BOOTCUT PONTI LEGGING 125 CTNS	6000	3.75	2250.00	
48222 C	NAVY BOOTCUT PONTI LEGGING 58 CTNS	2784	3.75	1040.00	
48222 D	KHAKI BOOTCUT PONTI LEGGING 12 CTNS	576	3.75	2160.00	
48222 E	NATURAL BOOTCUT PONTI LEGGING 11 CTNS	528	3.75	1980.00	
			Total		

Phone #	Fax #
212-564-6060	212-564-6199

SGM CORP.

180 TURN OF RIVER ROAD # 19C  
STAMFORD, CT 06903

# Invoice

Date	Invoice #
8/5/2016	1079

Bill To:
ONE STEP UP
1412 BROADWAY
4RD FLOOR
NEW YORK, NY 10018

Ship To:
ONE STEP UP

P.O. No.	Terms	Ship Date	Ship Via	FOB	Intl.
	Due on receipt	8/5/2016	PICKUP	CA	
Item	Description	Qty	Price	Amount	
48222 F	PURPLE BOOICOT PONTELEGGING 12 CTNS	576	3.75	2160.00	
48223 A	BLACK PONTELEGGING 288 CTNS	13524	3.75	50700.00	
48223 B	CHARCOAL PONTELEGGING 101 CTNS	4338	3.75	16267.50	
48223 E	NAVY PONTELEGGING 53 CTNS	2594	3.75	9716.50	
48223 C	KHAKI PONTELEGGING 4 CTNS	384	3.75	1440.00	
48223 D	NATURAL PONTELEGGING 4 CTNS	192	3.75	720.00	
48223 F	PURPLE PONTELEGGING 5 CTNS	432	3.75	1620.00	
5252 A	BLACK TUMMY TUCK PANT 265 CTNS	12720	3.75	47700.00	
5252 B	GREY TUMMY TUCK PANT 48 CTNS	2804	3.75	10515.00	
5252 C	NAVY TUMMY TUCK PANT 93 CTNS	4464	3.75	16740.00	
57193	TAN TUMMY CONTROL SKINNY CAPRI 27 CTNS	1296	3.75	4860.00	
	TOTAL UNITS=74736				
	TOTAL CARTONS=1567				
			Total:		

Phone #	Fax #
212-563-6060	212-563-6199

SGM CORP.

180 TURN OF RIVER ROAD # 19C  
STAMFORD, CT 06903

# Invoice

Date	Invoice #
8/5/2016	1019

Bill To
ONE STEP UP 1412 BROADWAY 3RD FLOOR NEW YORK, NY 10018

Ship To
ONE STEP UP

P.O. No.	Terms	Ship Date	Ship via	FOB	Dgt
	Due on receipt	8/5/2016	Pick-up	CA	
Item	Description	Qty	Price	Amount	
	BANK ROUTING: 011900571 ACCT: 000065542616				
			Total:	\$280,600.00	

Phone #	Fax #
212-563-6060	212-563-6199

SGM CORP.

180 TURN OF RIVER ROAD # 19C  
STAMFORD, CT 06903

# Packing Slip

Date	Invoice #
8/5/2016	11779

<b>Bill To</b> ONE STEP UP 1412 BROADWAY 3RD FLOOR NEW YORK, NY 10018
---

<b>Ship To</b> ONE STEP UP
-------------------------------

P.O. No.	Terms	Ship Date	Ship Via	FOB	Dept.
	Due on receipt	8/5/2016	PICK UP	CA	
Item	Description				Qty
48221	BLACK 5 POCKET 95 CTNS				4,560
48221	CHARCOAL 5 POCKET 25 CTNS				1,200
48221	NAVY 5 POCKET 90 CTNS				432
48221	KHAKI 5 POCKET 2 CTNS				96
48221	NATURAL 5 POCKET 3 CTNS				144
48221	PURPLE 5 POCKET 6 CTNS				288
48222	BLACK BOOTCUT PONTI LEGGING 301 CTNS				14,544
48222	CHARCOAL BOOTCUT PONTI LEGGING 125 CTNS				6,000
48222	NAVY BOOTCUT PONTI LEGGING 58 CTNS				2,784
48222	KHAKI BOOTCUT PONTI LEGGING 12 CTNS				576
48222	NATURAL BOOTCUT PONTI LEGGING 11 CTNS				528
48222	PURPLE BOOTCUT PONTI LEGGING 12 CTNS				576
48223	BLACK PONTI LEGGING 288 CTNS				13,824
48223	CHARCOAL PONTI LEGGING 101 CTNS				4,848
48223	NAVY PONTI LEGGING 55 CTNS				2,544
48223	KHAKI PONTI LEGGING 8 CTNS				384
48223	NATURAL PONTI LEGGING 4 CTNS				192
48223	PURPLE PONTI LEGGING 9 CTNS				432
5252	BLACK TUMMY TUCK PANT 265 CTNS				12,720
5252	GREY TUMMY TUCK PANT 48 CTNS				2,304

SGM CORP.

130 TURN OF RIVER ROAD # 190  
STAMFORD, CT 06903

# Packing Slip

Date	Invoice #
8/5/2016	1179

<b>Bill To:</b> ONE STEP UP 1412 BROADWAY 3RD FLOOR NEW YORK, NY 10018
--

<b>Ship To:</b> ONE STEP UP
--------------------------------

P.O. NO.	Terms	Ship Date	Ship via	FOB	Dept
	Due on receipt	8/5/2016	PICKUP	CA	
Item	Description	Qty			
5252	NAVY TUMMY TUCK PANT 95 CTNS	4,164			
57193	PAN TUMMY CONTROL SKINNY CAPRI 27 CTNS	1,296			
TOTAL UNITS = 74,736					
TOTAL CARTONS = 1,557					
BANK ROUTING: 011900571					
ACCT: 00005542616					